

You may return the original of the signed form to Racing Registry or a scanned copy of the same by email or fax

The Racing Registry
 The Hong Kong Jockey Club
 12/F, Jockey Club Headquarters
 1 Sports Road, Happy Valley, Hong Kong
 Fax No. : (852) 2881 0019 / 2895 0507
 Email : racingregistry@hkjc.org.hk

Date : _____

DECLARATION FORM ON PURCHASE OF A HORSE

1. HORSE DETAILS :

Horse Name : _____ Country of Export : _____

Sire : _____ Dam : _____

(the "Horse")

2. DECLARATON OF OWNERSHIP :

2.1 I / We* declare that I / we* have absolute ownership of the Horse as set out under Rule 40(1) of the Rules of Racing. The purchase or transfer of the Horse is not subject to any arrangement whereby a third party may have any future or continuing interest, including but not limited to credit or deferred payment arrangement, any interest in prize money, lease, leaseback, option to repurchase or return of the Horse back to the original owner or any third party when it retires from racing.

2.2 I / We* also declare that (Please tick the appropriate box):-

The Horse is sold to me / us* from _____ (seller) at a price of _____ (currency) _____ (amount)¹ without any contingencies² and the purchase price has been fully paid by me / us*.

The Horse is sold to me / us* from _____ (seller) at a price of _____ (currency) _____ (amount)¹ subject to contingencies. I / we* hereby provide the particulars of such arrangement, i.e. names, addresses of all the interested parties and full details of the terms of such sale.

Name(s): _____

Address(es) : _____

Details of terms: _____

¹ The declaration of the purchase price of the Horse is voluntary, but the Club reserves the right to request an owner to provide such information or documents required (including, but not limited to, any information relating to the purchase price) from time to time in relation to the purchase or the acquisition or otherwise the ownership of the Horse pursuant to Rule 40(7) of the Rules of Racing. The purchase price of the Horse declared will be kept confidential by the Club and will not be used for any purposes other than for ensuring that all Bye-laws and rules of the Club are complied with and upholding racing integrity. The Club will not disclose the purchase price declared to any third party (other than the Club's professional advisors or as required by applicable laws and regulations) without the consent of the owner.

² Rule 40(2) of the Rules of Racing provides that a contingency may include payment of additional money by an owner dependent upon future performance, or any breeding arrangement of a horse subsequent to its retirement from racing. A contingency arrangement shall not in any way affect the absolute ownership of a horse as set out in Rule 40(1) of the Rules of Racing.

The Horse is transferred to me as a gift or as a replacement horse³. I / we* hereby provide the particulars of such arrangement, i.e. names, addresses of all the interested parties and full details of the nature of such transfer / gift / replacement⁴.

Name(s): _____
 Relationship: _____
 Address(es) : _____
 Details : _____

2.3 I / We* agree to provide such information as required by the Club in connection with any matter under Rule 40 of the Rules of Racing or processing of registration of the Horse. I / We* understand that that under Rule 40(8) of the Rules of Racing, the Club may refuse registration without providing any reason.

3. DECLARATION ON AGENT⁵ : (Please tick the appropriate box)

3.1 As required under Bye-law 20 of the Horse Ballot Bye-laws, I/we* hereby declare that:-

- No agent is involved in the purchase of the Horse.
- The Horse is sold to me / us* through the following agent (the “Agent”):

Name : _____ Contact No : _____
 Address : _____ E-mail : _____

I / We* attach the declaration form completed by the Agent(s) (in ANNEX A) and agree that I/we* shall procure the Agent(s) to provide such information as required by the Club.

4. GENERAL

4.1 I / We* hereby understand, declare and/or agree that:-

- (a) all matters or statements as set out in this declaration form are complete, true and accurate in all respects.
- (b) disciplinary action may be taken against me / us* under the Rules of Racing, the Articles of Association and/or Bye-laws of the Club if I / we* fail to declare any contingency or third party interest in the Horse, or the involvement of any agent in the purchase or transfer, and/or otherwise fail to provide true, accurate and complete information to the Club as required.
- (c) the Club may investigate any matter relating to the purchase or ownership of a horse in its discretion. I / We* undertake that I / we* will provide full assistance to the Club in respect of any such

³ Under Rule 40(3) of the Rules of Racing, gifting of a horse means transfer of a horse without any purchase consideration, for nominal consideration or for discharge of any debt or obligation owed by the donor to the owner. Gifting of horses is not allowed except in circumstances where the donor is an immediate family member (including a parent, spouse, child, sibling, grandparent or grandchild of the owner, or a parent or sibling of the spouse of the owner), or a replacement horse is provided by a vendor or agent within a reasonable period of time from the retirement of the horse previously sold to the owner. The Club will reject the registration of the horse which in the opinion of the Club does not satisfy the above requirement.

⁴ Supporting documents relating to a replacement horse (including, but not limited to, any purchase document of the horse being replaced, document evidencing the circumstances leading to the replacement of the horse, and agreement evidencing the replacement arrangement) should be provided with this declaration form.

⁵ “Agent” as defined in the Bloodstock Code of Practice means any consignor, bloodstock agent, racing or stud manager or any other person or entity who advises and/or represents a principal in the sale or purchase of bloodstock, whether or not such agent is paid by way of retainer, commission or other forms of remuneration or as part of on-going or future financial arrangements.

investigation. In particular, I / we shall procure my / our Agent* to provide all information requested by the Club for the purposes of any such investigation.

4.2 I / We* have read and understand the Club's Privacy Policy Statement at https://www.hkjc.com/home/english/corporate/corp_privacy.aspx. I / We* also confirming that when providing the personal data of any third party, I / We* have obtained the authorisation of the relevant party, including the use, disclosure and transfer of such party's personal data for the purpose of making this declaration and other purposes as set out in the Club's Privacy Policy Statement.

This form must be signed by sole Owner / all Partners / all Syndicate managers.

<u>Name</u>	<u>Signature</u>	<u>A/C No.</u>
a) _____	_____	_____
b) _____	_____	_____
c) _____	_____	_____
d) _____	_____	_____

*Delete if inapplicable

Jul 2023

ANNEX A

BLOODSTOCK AGENT DECLARATION OF INTEREST